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FCC - MAILROOM

Bill Scoggan
Superintendent**Pam Deering, Ph.D.**
Assistant Superintendent
Fiscal Services7217 S. E. 15th
Midwest City, OK 73110
(405) 737-4461Mailing Address:
P.O. Box 10630
Midwest City, OK 73140
Fax # (405) 739-1615

October 13, 2005

DOCKET FILE COPY ORIGINAL

Federal Communications Commission
Office of the Secretary
445 - 12th Street, SW
Washington, DC 20554

Re: Request for Waiver
CC Docket No. 02-6
Applicant Name: Midwest City-Del City Sch Dist
Billed Entity Number: 139839
Form 471 Application Number: 461618
Funding Request Number(s): 1268411

This letter is a Request for Waiver to the FCC.

Request for Waiver:

We are requesting a waiver of the 60 day window, after receipt of a Funding Commitment Decision Letter (FCDL), for appeal as defined in FCC rules. In a response from the SLD dated October 6, 2005 regarding the Administrator's Decision on Appeal-Funding Year 2005-06, the SLD stated that the appeal was postmarked more than 60 days after the date the FCDL was issued. The FCDL was dated July 7, 2005 and our appeal was dated September 7, 2005.

As a result, the SLD did not consider our request for appeal due to the FCC rules regarding the 60 day window. The Request for Appeal to the SLD was in regard to a clerical error on the Form 471 that listed a monthly amount for a single site rather than a monthly amount for the entire district. The attachments submitted with the Form 471 clearly identified the monthly amount for the entire district to support the Priority One Internet Access Service. I am attaching the documentation of the information submitted to the SLD in our original appeal.

We anticipate a positive decision to waive the 60 day window rule. Thank you on behalf of the staff and students of Mid-Del schools.

Contact Information:

Pam Deering
Midwest City-Del City School District
P.O. Box 10630
Midwest City, OK 73140
Phone: (405) 737-4461 ext. 236
Fax: (405) 739-1615
E-mail: pdeering@mid-del.k12.ok.us

Respectfully,

Pam Deering, Ph.D.
Assistant Superintendent of Fiscal Services

Attachments

No. of Copies rec'd _____
List A B C D E*"Where Children Come First"*

Serving the students of Del City, Forest Park, Midwest City, part of OKC, and Tinker Air Force Base



SCHOOLS

Pam Deering, Ph.D.
Assistant Superintendent
Fiscal Services

September 7, 2005

Letter of Appeal
Schools and Libraries Division
Box 125 - Correspondence Unit
80 South Jefferson Road
Whippany, NJ 07981

Submitted Electronically, Referenced by Case # 21-301469

RE: Incorrect Amount on FRN 1268411

Applicant: Midwest City - Del City School District

Billed Entity #: 139839

Form 471 Application #: 461618

Funding Request #: 1268411

Bill Scoggan
Superintendent

Mailing Address:
P.O. Box 10630
Midwest City, OK 73140
Fax # (405) 739-1615

7217 S. E. 15th
Midwest City, OK 73110
(405) 737-4461

Dear Sir or Madam:

The purpose of this letter is to appeal a clerical error made during the filing of the above referenced Form 471 application. This Funding Request pertains to Priority 1 Internet Access Service from Cox Communications, SPIN# 143005575. As noted, this appeal has already been filed electronically and can be referenced by Case # 21-301469.

The amount requested for this service was inadvertently input as the monthly amount for a single site, \$3,750.00, versus the monthly amount for our entire District, \$34,750.00. The attachment submitted with the 471 clearly identifies the amount required to support this service on a monthly basis for the District as \$34,750.00. As this is an annual renewal of this service, prior year e-rate applications and funding amounts also support the \$34,750.00 as the monthly amount required.

As you can see, the amount submitted is only a little over one-tenth of our actual need. This reduced funding amount will place a large hardship on our School District which is in a high economically disadvantaged community. It will also put us at an economic disadvantage with other schools in our state.

We are requesting that the monthly recurring amount be adjusted for this service to the intended value of \$34,750.00, for a total annual cost of \$417,000.00. Your consideration of our request will be greatly appreciated. If you have additional questions, please contact me by phone at (405) 737-4461 x236 or by fax at (405) 739-1615.

Sincerely,

Pam Deering
Assistant Superintendent for Fiscal Services

COX Business Services**Commercial Services Agreement**

Customer Account Number:	System Address CBS - OKC
Federal Tax ID Number:	6201 Waterford Boulevard, Suite 200
Contract Number:	Oklahoma City, OK 73118
Contract Date:	

Customer Information	Authorized Customer Representative Information
Legal Company Name: Mld Del Public School District	Name: Pam Deering
Service Street Address: 7217 SE 15th	Business Phone Number:
City/State/Zip: Midwest City, OK 73110	Business Fax Number:
Requested Service Date: Renewal 7-2005	Additional Contact Number (optional):
Billing Street Address (if different from service address):	E-mail Address (optional):
Street Address:	
City/State/Zip:	

Cox shall provide the following Services and equipment and Customer agrees to pay the fees and charges set forth below:

Product Description	Quantity	Term	Monthly Charge per Unit	Total Monthly Charge*
100 Mb leased data circuit for WAN	32	See below	\$1000	\$32,000
10/100Mb Shared Internet	1	See below	\$2750	\$ 2,750

Equipment Description/Non Recurring/One-time Activation and Set-Up Fees	Quantity	Unit Price	Installation Fees	Total Initial Charges*

* Additional charges, fees and taxes may not be itemized on this table

<input type="checkbox"/> Telephone/Voice/Access		(Customer Initials)
Business Telephone Numbers:		
1.		
2.		
3.		
Dedicated Services - Point to Point		
Address of Origination Point A	Address of Termination Point B	

<input type="checkbox"/> Internet Services		(Customer Initials)
POP Mail Boxes		Domain Name Registration
1.		1.
2.		2.

<input type="checkbox"/> Special Conditions
Customer acknowledges that this Agreement is a five year Agreement that consists of five separate one-year annual renewal terms each of which is subject to cancellation only for nonreceipt of funding by Customer and for each renewal term. Customer agrees to use good faith and commercially reasonable efforts to renew the funding for the Services under this Agreement.

The undersigned represents that he/she is the Customer or is the Authorized Customer for the services in this Agreement and that the customer information is applicable to each of the services selected above. Customer understands that such services are subject to rules, terms and conditions contained in Cox Communications Commission, and that such regulations are subject to change. If such services are governed by the Cox Customer Services Agreement located at www.coxbusiness.com/Agreement to the Terms and Conditions on Pages 2 & 3 attached hereto. Internet, Data, Web are subject to acceptable use policies located at www.coxbusiness.com/AcceptableUsePolicies. Undersigned authorizes Cox to check credit and this Agreement is subject to credit. This Agreement is signed by Cox, it serves as a proposal which may be withdrawn or accepted by the Customer. Cox will honor the proposal only when the Customer has signed a contract with Cox within thirty days from the contract date above.

Customer Authorized Signature: Richard C. Cox

Entity #: 139839

471 App #: 461618

Attachment #: C

Page 1 of 3

CoxComm, Inc.,
Cox Oklahoma Telecom, LLC

Pam Deering

A. Terms and Conditions for Regulated Telephone Services

1. **Tariffs.** The terms and conditions of telephone service provided to Customer under this Agreement are contained in tariffs on file with state and/or Federal regulatory authorities. These tariffs shall govern the provision of telephone service, and Cox may amend such tariffs and telephone service shall be subject to such tariffs, as amended. Customer must disclose to Cox if Customer intends to use the Services in connection with payphone service.

2. **Telephone Numbers.** The Customer has no property right in the telephone number associated with the telephone service provided by Cox; provided, however, if Customer ports a telephone number from another carrier to Cox, Cox will use such number with Customer's telephone service. Any telephone number designated by Cox in advance of the activation of Cox telephone service is subject to change by Cox. Additional terms and conditions regarding telephone numbers are contained in Cox tariff(s) on file with regulatory authorities.

3. **State-to-State and International Services.** If Customer subscribes to or uses state-to-state and/or international telecommunications services from Cox, such services shall be provided pursuant to the terms and conditions contained in Cox Customer Service Agreement which may be found at our web site: www.cox.com/telephone/customer-service-agreement.asp.

4. **PBX Usage.** If Customer uses a Private Branch Exchange (PBX) in connection with the Services, Customer is responsible for programming the PBX to ensure that agencies receiving 911 emergency calls through the PBX will receive appropriate information about the location of the caller.

B. Terms and Conditions of Data, Internet, Web Hosting, Web Conferencing, Video and Unregulated Services

1. **Payments.** Customer shall pay for all monthly service charges, plus one-time set-up, installation and/or construction charges. Unless stated otherwise herein, monthly charges for Services shall begin upon installation of Service, and installation charges, if any, shall be due upon completion of installation. Cox may change Video and Music Service prices periodically during the Term of this Agreement. Any amount not received by the due date shown on the applicable bill will be subject to interest or a late charge at the maximum rate allowed by law. If applicable to the Service, Customer shall pay sales, use, gross receipts, excise, access, universal service fund assessments, 911 fees, franchise fees, bypass or other local, state and Federal taxes or charges imposed on the use of the Services. Taxes will be separately stated on the Customer's invoice. No Internet shall be paid on deposits.

2. **Service and Installation.** Cox shall provide Customer with the Services and Equipment identified on the first page of this Agreement. Customer is responsible for damage to any Cox equipment. Customer may use the Services for any lawful purpose, provided that such purpose (a) does not interfere or impair the Cox network, equipment or facilities and/or (b) complies with the applicable Acceptable Use Policies ("AUP") which are incorporated herein by reference. Customer shall use the equipment only for the purpose of receiving the Services. Customer shall not make any connections to the equipment which are not expressly authorized in writing by Cox. Customer shall not permit tampering, altering or repair of the equipment by any person other than Cox's authorized personnel. Unless provided otherwise herein, Cox shall use reasonable efforts to maintain the Services in accordance with applicable performance standards; however, Cox shall have no responsibility for the maintenance or repair of facilities and equipment it does not furnish. For Cox Internet Services, bandwidth speeds may vary. Customer may not always receive or obtain optimal bandwidth speeds and Cox network management needs may require Cox to modify upstream and downstream speeds. Use of the data, Internet, web conferencing/web hosting Services shall be subject to the Cox AUP and the AUP is available online at www.coxbusiness.com/AcceptableUsePolicy.pdf. The AUPs may be amended from time to time during the Term of this Agreement. Customer's continued use of the Services following an amendment shall constitute acceptance. Cox is not responsible for the networks or facilities of third parties which may be necessary to provide Service. For video and music Services, Cox reserves the right to change channel line-up at any time.

3. **Service Date and Term.** This Agreement shall be effective upon execution by the parties. Services shall be provided for the applicable term set forth on the first page of this Agreement. Cox shall use reasonable efforts to make the Services available by the requested service date. Cox shall not be liable for any damages whatsoever resulting from delays in meeting any service dates due to delays resulting from construction or for reasons beyond its control.

4. **Customer Responsibility.** Customer is responsible for arranging a necessary right of access for Cox within the Customer's premises, including space for cables, conduits, and equipment as necessary for Cox to authorize personnel to install, repair, inspect, maintain, replace or remove any and all facilities and equipment provided by Cox. Customer shall provide a secure

space with electrical power, climate control and protection against fire, vandalism, and other casualty for Cox's equipment. Customer shall use the Services in compliance with all applicable laws and ordinances, as well as applicable leases and other contractual agreements between Customer and third parties. If Customer engages in a public performance of any copyrighted material contained in any of the Services provided under this Agreement, the Customer, and not Cox, shall be responsible for obtaining any public performing licenses. Customer is responsible for ensuring that Customer's equipment is compatible for the Services selected and with the Cox network.

5. **Equipment.** Unless otherwise provided herein, Customer agrees that Cox shall retain all rights, title and interest in facilities and equipment installed by Cox thereunder and that Customer shall not create or permit to be created any liens or encumbrances on such equipment. Internal wiring shall not be considered equipment and shall become the property of Customer upon initiation of Service. Cox shall install equipment necessary to furnish the video Services to Customer. Customer shall not modify or relocate equipment installed by Cox or install any other equipment, including servers in connection with data/Internet without the prior written consent of Cox. For Cox-owned equipment, Customer shall, at the expiration or termination of this Agreement, return the equipment in good condition, ordinary wear and tear resulting from proper use excepted. In the event the equipment is not returned to Cox in good condition, Customer shall be responsible for the value of such equipment. Cox shall repair any equipment owned by Cox at no charge to Customer provided that damage is not due to misuse, abuse or other disaster including acts of God. If additional equipment, including but not limited to, monitors, computers, circuits, software or other devices, are required by Customer to use the Services, Customer shall be responsible for such equipment.

6. **Resale of Service.** Unless authorized in writing by Cox, Customer may not resell any portion of the Service to any other party; provided, however, Customer may, with Cox's prior written consent, resell web hosting for third parties through the Services. Customer shall be responsible for any software and content displayed and distributed by Customer or Customer's web hosting customers, if any.

7. **Default.** If Customer fails to comply with any material provision of this Agreement, including, but not limited to failure to make payment as specified, then Cox, at its sole option, may elect to pursue one or more of the following courses of action upon proper notice to Customer as required by tariff or applicable law: (i) terminate service whereupon all sums then due and payable shall become immediately due and payable, (ii) suspend all or any part of Services, and/or (iii) pursue any other remedies, including reasonable attorneys' fees, as may be provided at law or in equity, including the applicable termination liabilities.

8. **IP Address and Domain Name Registration.** Cox will allocate IP addresses to Customer according to Internet guidelines. All IP addresses assigned by Cox must be relinquished by Customer upon the expiration, termination or cancellation of this Agreement. IP address shall be subject to the IP policy in the AUP. If Customer requests, Cox will register an available domain name on behalf of Customer, and such registration shall be subject to rules promulgated by the domain name registrar, which may be amended from time to time and are presently posted at <http://www.register.com> or <http://www.netsol.com/en-us/legal/static-services-agreement.html>. Customer is responsible for payment and maintenance of domain name registration.

9. **Termination.** Customer may terminate video Service for any reason, upon payment for all sums for video Services rendered. Customer may terminate data, Internet, web hosting and/or web conferencing Services before the end of the term selected by Customer on the first page of this Agreement; provided, however, if Customer terminates Service before the term selected by Customer (except for breach by Cox), or Cox terminates Services for Customer's breach of this Agreement or the AUPs, Customer may be subject to a termination liability. The termination liability shall equal 100% of the monthly recurring charges for the terminated Services multiplied by the number of full months remaining in the initial term commitment. After the initial term, this Agreement shall automatically renew on a month-to-month basis and shall be subject to terms of this Agreement. Any termination by Customer must be in writing.

Entity #: 139839

471 App #: 461618

Attachment #: C

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